


<b>REQUEST FOR QUOTATION</b> (This is NOT an Order)		This RFQ <input checked="" type="checkbox"/> is <input type="checkbox"/> is not a small business set-aside		Page 1 Of 18
<b>1. Request No.</b> DAAE20-97-T-0382	<b>2. Date Issued</b> 1998FEB20	<b>3. Requisition/Purchase Request No.</b> See Section II	<b>4. Cert For Nat Def. Under BDSA</b> Reg. 2 and/or DMS Reg. 1 	<b>Rating</b> DOA5
<b>5A. Issued By</b> ACALA AMSTA-AC-PCR-A ROCK ISLAND IL 61299-7630  EMAIL: SGROSS@RIA-EMH2.ARMY.MIL			<b>6. Deliver by (Date)</b> See Section II	
			<b>7. Delivery</b>  <input type="checkbox"/> <b>FOB Destination</b> <input checked="" type="checkbox"/> <b>Other</b> (See Section II)	
<b>5B. For Information Call: (Name and telephone no.) (No collect calls)</b> SHERRI GROSS                      (309) 782-4857			<b>9. Destination (Consignee and address, including Zip Code)</b>  See Section II	
<b>8. To: Name and Address, Including Zip Code</b>				
<b>10. Please Furnish Quotations to the Issuing Office in Block 5A On or Before Close of Business (Date)</b>		<b>IMPORTANT:</b> This is a request for information, and quotations furnished are not offers. If you are unable to quote, please indicate on this form and return it to the address in Block 5B. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any interpretations and/or certifications attached to this Request for Quotation must be completed by the quoter.		

11. Schedule (Include applicable Federal, State, and local taxes)					
Item Number (a)	Supplies/Services (b)	Quantity (c)	Unit (d)	Unit Price (e)	Amount (f)
	(See Section II)				
12. Discount For Prompt Payment		a. 10 Calendar Days %	b. 20 Calendar Days %	c. 30 Calendar Days %	d. Calendar Days Number      Percentage

NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.					
13. Name and Address of Quoter (Street, City, County, State and Zip Code)		14. Signature of Person Authorized to Sign Quotation		15. Date of Quotation	
		16. Signer			
		a. Name (Type or Print)		b. Telephone Area Code	
		c. Title (Type or Print)		Number	

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE20-97-T-0382      <b>MOD/AMD</b></p>	<p align="center"><b>Page 2 of 18</b></p> <p align="center">REPRINT</p>
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**Name of Offeror or Contractor:**

SECTION I - COVER SHEET/SUPPLEMENTAL INFORMATION

NARRATIVE I-1

REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.

DATAFAX NUMBER IS 309-782-4728.

REQUEST YOU FILL OUT CLAUSES KF7019, KF7020, KF7036 AND KF6006.

PLEASE PROVIDE YOUR CEC# AND TAXPAYER ID CODE:

PLEASE PROVIDE YOUR CAGE OR FSCM CODE \_\_\_\_\_.

FOR PREVIOUS HISTORY CALL 309-782-8094 BETWEEN THE HOURS OF 9:00 - 11:00 A.M. AND 1:00 - 3:00 P.M. CENTRAL TIME.

END OF NARRATIVE I-1

NARRATIVE I-2

'AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES, THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.'

END OF NARRATIVE I-2

NARRATIVE I-3

The ability to view and download ACALA solicitation information is now available through the ACALA Acquisition Information System (AAIS). In addition to the view/download capability, the vendor may electronically order bid sets; i.e., hard copy solicitation, aperature cards, and attachments. Procurement history can also be obtained through the AAIS 24 hour a day utilizing a 9600 baud modem set to dial (309) 782-7648. Once connected, enter 'aais' at the 'login' prompt. If electronic means is not possible, history will still be provided telephonically at (309) 782-8094 on a limited basis.

END OF NARRATIVE I-3

NARRATIVE I-4

'THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.'

END OF NARRATIVE I-4

NARRATIVE I-5

AMC-LEVEL PROTEST PROGRAM

(OCTOBER 1996)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-97-T-0382 <b>MOD/AMD</b>	<b>Page 3 of 18</b> REPRINT
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**Name of Offeror or Contractor:**

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed wihin the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
ATTN: AMCCC-PL  
5001 Eisenhower Avenue  
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680  
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http:// amc.citi.net/amc/cc/protest.html](http://amc.citi.net/amc/cc/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

END OF NARRATIVE I-5

NARRATIVE I-6

''THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ARMAMENT AND CHEMICAL ACQUISITION AND LOGISTICS ACTIVITY (ACALA) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2.

THE (CP) 2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.''

END OF NARRATIVE I-6

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION II - ACQUISITION DESCRIPTION				
	NSN NUMBER IS 1010-01-264-6517				
	(End of narrative A001)				
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV</u>	15000	EA	\$ _____	\$ _____
	<u>Description/Specs./Work Statement</u> TOP DRAWING NR: 12598617 DATE: 07-MAR-1994				
	<u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: ASTM D 3951 LEVEL PROTECTION: C      LEVEL PACK: C				
	<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC                                  SUPPL <u>REL CD      MILSTRIP      ADDR      SIG CD      MARK FOR      TP_CD</u> 001 <u>DEL REL CD                  QUANTITY                  DAYS AFTER AWARD</u> 001                                  15,000                                  0150				
	FOB POINT: Destination				
	SHIP TO: <u>FREIGHT ADDRESS</u> (W45G19)      TRANS OFF RED RIVER ARMY DEPOT TEXARKANA TX 75507-5000				
0002	<u>Supplies or Services and Prices/Costs</u>				
	<u>DATA ITEM</u> NOUN: DD FORM 1423 SECURITY CLASS: Unclassified				
	Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.				
	A DD 250 IS NOT REQUIRED.				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Destination      ACCEPTANCE: Destination				

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-97-T-0382 <b>MOD/AMD</b>	<b>Page</b> 5 <b>of</b> 18 REPRINT
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**Name of Offeror or Contractor:**

SECTION IV - CONTRACT CLAUSES

For Local Clauses See:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	01-SEP-1990
2	52.211-5	NEW MATERIAL	01-OCT-1997
3	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	01-JUN-1997
4	52.222-26	EQUAL OPPORTUNITY	01-APR-1984
5	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	01-APR-1984
6	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	01-APR-1984
7	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	01-JAN-1988
8	52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	01-MAY-1992
9	52.225-3	BUY AMERICAN ACT - SUPPLIES	01-JAN-1989
10	52.232-1	PAYMENTS	01-APR-1984
11	52.232-25	PROMPT PAYMENT	01-JUN-1997
12	52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	01-AUG-1996
13	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	01-MAY-1997
14	52.233-3	PROTEST AFTER AWARD	01-OCT-1995
15	52.242-17	GOVERNMENT DELAY OF WORK	01-APR-1984
16	52.243-1	CHANGES - FIXED PRICE	01-AUG-1987
17	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	01-APR-1984
18	52.246-15	CERTIFICATE OF CONFORMANCE	01-APR-1984
19	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	01-AUG-1996
20	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	01-JUL-1995
21	52.253-1	COMPUTER GENERATED FORMS	01-JAN-1991
22	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	01-APR-1992
23	252.225-7009 DFARS	DUTY-FREE ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES	01-JAN-1997
24	252.232-7006 DFARS	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	01-AUG-1992
25	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	01-DEC-1991
26	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	01-DEC-1991
27	(52.246-4500 ACALA)	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	01-MAR-1988

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Director  
Armament and Chemical Acquisition and Logistics Activity  
ATTN: AMSTA-AC-PCR-A/S. GROSS  
Rock Island, IL 61299-7630

2. FMS/MAP copies:

N/A

(End of clause)

(HS6502)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-97-T-0382 <b>MOD/AMD</b>	<b>Page 6 of 18</b> REPRINT
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**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
28	52.210-4501 ACALA	DRAWINGS/SPECIFICATION	01-MAR-1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 12598617 with revisions in effect as of 94 MAR 07(except as follows):

DOCUMENT 12598617	DELETE A	SUBSTITUTE B
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(CS6100)

29	52.210- 4502ACALA	PHOSPHATE COATING REQUIREMENT	01-MAR-1995
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The following requirements regarding phosphate coating are applicable to this solicitation and any resultant contract in addition to those requirements set forth in specification DOD-P-16232F, and Interim Amendment 1 (AR), dated 9 Sep 92.

The appropriate address to which phosphate coating procedures should be sent by the contractor is Commander, Armament and Chemical Acquisition and Logistics Activity, ATTN: AMSTA-AC-PCR-A/S. GROSS, Rock Island, IL 61299-7630. The contract number must be cited on all phosphate coating procedures being submitted to ACALA for review and approval. Procedures shall include product name and manufacturer of all chemicals to be used. All processes, equipment, and controls used for phosphating shall be described in detail.

(end of clause)

(CS6508)

30	52.210-4506 ACALA	DELETED SEP 97 AND REPLACED BY DS6401 PACKAGING REQUIREMENTS	01-OCT-1992
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a. Packaging shall be in accordance with ASTM D 3951, revision 95, dated 15 JUL 95. The unit package shall be level C and packing (exterior container) shall be level C. The unit pack quantity shall be 001. Marking shall be in accordance with MIL-STD-129, ''Marking for Shipment and Storage,'' revision M, dated 15 JUN 93, notice ---, dated ---. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: NONE

(DS6301)

31	52.210-4511 ACALA	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	01-MAR-1994
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(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-97-T-0382 <b>MOD/AMD</b>	<b>Page</b> 7 <b>of</b> 18 REPRINT
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**Name of Offeror or Contractor:**

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
April 21, 1993, ''Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances		.

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

(CS6191)

32	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	01-AUG-1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

End of Clause

(IF7212)

33	52.211-16	VARIATION IN QUANTITY	01-APR-1984
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(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p>PIIN/SIIN DAAE20-97-T-0382 MOD/AMD</p>	<p><b>Page 8 of 18</b></p> <p>REPRINT</p>
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**Name of Offeror or Contractor:**

Regulatory Cite	Title	Date
Zero percent (0%) increase		
Zero percent (0%) decrease.		

This increase or decrease shall apply to the total contract quantity.

(FF7020)

34	52.222-20 FAR WALSH-HEALEY PUBLIC CONTRACTS ACT	01-DEC-1996
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(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

35	52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES	01-APR-1984
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

36	0710 `	
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The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

37	0710 `	
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The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-97-T-0382 <b>MOD/AMD</b>	<b>Page 9 of 18</b> REPRINT
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**Name of Offeror or Contractor:**

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
indicated in the schedule.		

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

38	0710	,
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The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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(IA7001)

39	2880	.
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The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

40	HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	01-JUL-1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-97-T-0382 <b>MOD/AMD</b>	<b>Page 10 of 18</b> REPRINT
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**Name of Offeror or Contractor:**

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
41	52-201-4501	NOTICE ABOUT ACALA OMBUDSMAN	01-NOV-1995

a. We have an Ombudsman Office here at the U.S. Armament and Chemical Acquisition and Logistics Activity (ACALA). Its purpose is to open another channel of communication with ACALA contractors.

b. If you think that this solicitation:

- 1. has inappropriate requirements; or
- 2. needs streamlining; or
- 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army ACALA  
AMSTA-AC-AP (OMBUDSMAN)  
Rock Island IL 61299-7630  
Toll Free: 1-888-782-6621 or Commercial: (309) 782-6621  
Electronic Mail Address: AMSTA-AC-AP@ria-emh2.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) ACALA solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

AS7006

42	52.232-4503 ACALA	CONTRACTOR'S REMITTANCE ADDRESS	01-AUG-1994
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Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name\_\_\_\_\_

Address\_\_\_\_\_

City & State\_\_\_\_\_

(End of Clause)

(GS7015)

43	52.246-4540	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2 CLAUSE	01-MAR-1997
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<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-97-T-0382 <b>MOD/AMD</b>	<b>Page 11 of 18</b> REPRINT
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**Name of Offeror or Contractor:**

Regulatory Cite \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

a. The (CP)2 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2 certification process.

c. You may provide the following information relative to (CP)2 certification:

(1) \_\_\_\_\_ NOT CERTIFIED

(2) \_\_\_\_\_ CERTIFIED

(i) \_\_\_\_\_ DATE OF CERTIFICATION

(ii) \_\_\_\_\_ CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2 program, the following shall apply:

(1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Statistical Process Control (SPC) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical or 'special.'

(2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the 'Acceptance Inspection Equipment (AIE)' clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for 'critical' or 'special' characteristics or parameters.

(3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.

e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2 agreement between the Government and the Contractor.

End of Clause

(ES7016)

44      52.247-4545      PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION      01-MAY-1993  
ACALA

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Name of Offeror or Contractor:

Regulatory Cite \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Does Shipping Point have a private railroad siding? \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

Name of Offeror or Contractor:

SECTION V - PERFORMANCE REQUIREMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	TECHNICAL DATA, 94 MAR 07		1CD	
Attachment 002	IOC FORM 715-3, FEB96		2PG	
Attachment 003	DOCUMENT SUMMARY LIST		3PG	
Attachment 004	INSTRUCTIONS FOR COMPLETEING DD FORM 1423		1PG	
Attachment 005	LIST OF ADDRESSES		1PG	
Attachment 006	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/RFW/VECP		1PG	
Attachment 007	GUIDANCE ON DOCUMENTATION OF CONTRACT DATA REQUIREMENTS		2PG	
	LIST (CDRL)			
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	20-AUG-97	2PG	

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-97-T-0382 <b>MOD/AMD</b>	<b>Page 14 of 18</b> <b>REPRINT</b>
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**Name of Offeror or Contractor:**

SECTION VI - OFFER EVALUATION/SUBMISSION INFORMATION

For Local Clauses See:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.204-6	CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	01-DEC-1996
2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS)	01-JUN-1997
3	52.222-21	CERTIFICATION OF NONSEGREGATED FACILITIES	01-APR-1984
4	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	01-SEP-1990

Any contract awarded as a result of this solicitation will be a DO-A5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LP6014)

5	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	01-JAN-1997
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(a)(1) The standard industrial classification (SIC) code for this acquisition is 3499.

(2) The small business size standard is 500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it\_\_\_\_\_is,\_\_\_\_\_is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block(b)(1) of this section.) The offeror represents as part of its offer that it\_\_\_\_\_ is,\_\_\_\_\_ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it\_\_\_\_\_is,\_\_\_\_\_is not a women-owned small business concern.

(c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-97-T-0382 MOD/AMD	Page 15 of 18 REPRINT
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Name of Offeror or Contractor:

Regulatory Cite Title Date

percent of the stock of which is owned by one or more women; and

- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

End of provision

(KF6006)

6 52.204-3 TAXPAYER IDENTIFICATION 01-JUN-1997

- (a) Definitions.
  - "Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
  - "Corporate status", as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.
  - "Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the IRS to be used by the contractor in reporting income tax and other returns.
- (b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) Taxpayer Identification Number (TIN).
  - ( ) TIN: \_\_\_\_\_
  - ( ) TIN has been applied for.
  - ( ) TIN is not required because
    - ( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
    - ( ) Offeror is an agency or instrumentality of a foreign government;
    - ( ) Offeror is an agency or instrumentality of a Federal, state, or local government;
    - ( ) Other. State basis. \_\_\_\_\_
- (d) Corporate Status.
  - ( ) Corporation providing medical and health care services or engaged in the billing and collecting of payments for such services;
  - ( ) Other corporate entity;
  - ( ) Not a corporate entity;

Name of Offeror or Contractor:

Regulatory Cite Title Date

- ( ) Sole proprietorship  
( ) Partnership  
( ) Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

- ( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.  
( ) Name and TIN of common parent:

Name:   
TIN:

(KF7043)

7 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES 01-AUG-1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(KF7003)

8 52.215-20 Deleted 5 Jan 98 without replacement PLACE OF PERFORMANCE 01-APR-1984

Deleted 5 Jan 98 without replacement

(KF7036)

9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS 01-APR-1984

The offeror represents that -



<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE20-97-T-0382 <b>MOD/AMD</b>	<b>Page 17 of 18</b> REPRINT
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**Name of Offeror or Contractor:**

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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?(a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ( ) has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(KF7019)

10	52.222-25	AFFIRMATIVE ACTION COMPLIANCE	01-APR-1984
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The offeror represents that (a) it  
 ( ) has developed and has on file,  
 ( ) has not developed and does not have on file,  
 at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it  
 ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(KF7020)

11	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	01-APR-1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)  
 (LF7015)

12	3100	`
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The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

13	3170	`
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The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

Name of Offeror or Contractor:

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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(LA7001)

14	3460	
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MA7001

15	52.215-4507 ACALA	EVALUATION OF OFFERS	01-MAR-1988
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An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)